

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

This solicitation will result in the award of a Time and Material Contract Order. All obligated funds and assignments shall be task order driven. Contractor must furnish and provide program support services based on task orders for Custom Computer Programming Services to accomplish the requirements under GSA Schedule 70 (SIN 132 51) Information Technology Equipment, Software and Services and GSA - set forth in Section C, Statement of Work. The statement of work defines general areas of work from which task orders will be written to assign specific work.

This SIR is being released to ensure that 8(a), Service Disabled Veteran Owned Business (SDVOB), and small business have an opportunity to provide the requested capabilities to satisfy the above described-requirement.

If the FAA determines that any of the 8(a) SEDB, or SDVOB respondents can meet the requirement and who's pricing is rated as fair and reasonable, the FAA will down select among those qualified vendors. If the FAA determines that none of the 8(a), or SDVOB respondents is capable of fulfilling the requirements identified with in the Statement of Work, the FAA will down select among the qualified small businesses respondents. If the FAA determines that none of the small business respondents is capable of fulfilling the requirements identified within the Statement of Work and offers fair and reasonable pricing, the FAA will select among the qualified large businesses who responded and who meets the requirements and provide fair and reasonable pricing.

ESTIMATES FOR SERVICES TO BE FURNISHED AND PRICES

I. BASE PERIOD SERVICES

SEPT 11, 2009 – SEPT 10, 2010

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURS	RATE	DOLLARS
0001	Program (Contract) Manager (Off Site)	1000			
0002	Software Engineer, Principle	2000			
0003	Software Engineer, Senior	2000			
0004	Software Engineer	1000			
0005	Functional Analyst, Senior	2000			
		TOTAL LABOR COST			
		ODC Type	Quantity	Cost	Dollars
		Local Travel	1	\$10,000.00	\$10,000.00
		ODC's	1	\$20,000.00	\$20,000.00
			Total ODC		\$30,000.00
			Grand Total		

II. OPTION YEAR I SEPT 11, 2010 - SEPT 10, 2011

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURS	RATE	DOLLARS
1001	Program (Contract) Manager (Off Site)	1000			
1002	Software Engineer, Principle	2000			
1003	Software Engineer, Senior	2000			
1004	Software Engineer	1000			
1005	Functional Analyst, Senior	2000			
		TOTAL LABOR COST			
		ODC Type	Quantity	Cost	Dollars
		Local Travel	1	\$10,000.00	\$10,000.00
		ODC's	1	\$20,000.00	\$20,000.00
			Total ODC		\$30,000.00
			Grand Total		

OPTION YEAR II

SEPT 11, 2011 - SEPT 10, 2012

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURS	RATE	DOLLARS
2001	Program (Contract) Manager (Off Site)	1000			
2002	Software Engineer, Principle	2000			
2003	Software Engineer, Senior	2000			
2004	Software Engineer	1000			
2005	Functional Analyst, Senior	2000			
		TOTAL LABOR COST			
		ODC Type	Quantity	Cost	Dollars
		Local Travel	1	\$10,000.00	\$10,000.00
		ODC's	1	\$20,000.00	\$20,000.00
			Total ODC		\$30,000.00
			Grand Total		

OPTION YEAR III

SEPT 11, 2012 - SEPT 10, 2013

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURS	RATE	DOLLARS
3001	Program (Contract) Manager (Off Site)	1000			
3002	Software Engineer, Principle	2000			
3003	Software Engineer, Senior	2000			
3004	Software Engineer	1000			
3005	Functional Analyst, Senior	2000			
		TOTAL LABOR COST			
		ODC Type	Quantity	Cost	Dollars
		Local Travel	1	\$10,000.00	\$10,000.00
		ODC's	1	\$20,000.00	\$20,000.00
			Total ODC		\$30,000.00
			Grand Total		

OPTION YEAR IV

SEPT 11, 2013 - SEPT 10, 2014

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURS	RATE	DOLLARS
4001	Program (Contract) Manager (Off Site)	1000			
4002	Software Engineer, Principle	2000			
4003	Software Engineer, Senior	2000			
4004	Software Engineer	1000			
4005	Functional Analyst, Senior	2000			
		TOTAL LABOR COST			
		ODC Type	Quantity	Cost	Dollars
		Local Travel	1	\$10,000.00	\$10,000.00
		ODC's	1	\$20,000.00	\$20,000.00
			Total ODC		\$30,000.00
			Grand Total		

TOTAL AMOUNT INCLUDING BASE YEAR AND OPTIONS 1 THRU 4: \$ _____

The Total amount for this contract, including the base year and all option years shall not exceed 5,000,000.00

PART I - SECTION C

SCOPE OF WORK

Voluntary Disclosure Reporting Program (VDRP) and related Voluntary Safety Programs

1.0 BACKGROUND

The Voluntary Safety Programs (VSP) Branch, AFS-230, is located at Dulles Airport. The contractor must provide AFS-230 with essential business process support for the Voluntary Disclosure Program (VDRP) and related Voluntary Safety Programs. It also provides maintenance and development of associated automated systems. Secondarily, it would provide business process support as required for FAA-internal management of related voluntary programs managed by AFS-230, as described below.

1.1 VDRP

Voluntary Disclosure Reporting Program (VDRP): VDRP provides certificate holders, indirect air carriers, and production approval holders an avenue for avoiding civil penalties by disclosing safety issues to the FAA and taking corrective action to address those concerns. The FAA believes that aviation safety is well served by providing incentives for organizations to identify and correct their own instances of regulatory noncompliance and to invest more resources in efforts to preclude their recurrence. The FAA's policy of foregoing civil penalty actions when one of these entities detects violations, promptly discloses the violations to the FAA, and takes prompt action to ensure that the same or similar violations do not recur is designed to encourage compliance with the FAA's regulations, foster safe operating practices, and promote the development of internal evaluation programs.

For actions of non-compliance covered by VDRP, Operators that disclose and correct safety problems receive a letter of correction in lieu of civil penalty actions. In order to qualify for this protection, several conditions must be met for an Operator to be afforded the protections of VDRP:

- The violation must be inadvertent and reported immediately after it is detected.
- The organization must have taken immediate action to prevent recurrence of the violation, and must provide the FAA with a comprehensive correction to the problem.
- The violation cannot be one that indicates a lack of qualification on the part of the organization. Violations meeting those criteria may be afforded the protections of VDRP.

VDRP was automated at the beginning of FY07 for use by air carriers and associated FAA certificate holding district offices through a secure web-based venue. In addition to program improvements based on user feedback in its first year of operation, the web-based system will need to be expanded to enable its use by regulated entities other than air carriers, such as Part 145 repair stations and manufacturers who are production approval holders. *The contractor must provide essential support for accomplishment of all of the FAA VDRP business processes for which AFS-230 is responsible.*

1.2 Related Voluntary Programs

Aviation Safety Action Program (ASAP): ASAP is a voluntary employee self-reporting program for air carriers and repair stations, and is designed to obtain information on human error that can enable proactive corrective action to be taken prior to an incident or accident. To obtain acceptance of its ASAP, an operator must submit and abide by a Memorandum of Understanding (Memorandum Of Understanding - MOU) for FAA review. The process for obtaining FAA acceptance of proposed programs is described in Advisory Circular (AC) 120-66B and FAA Order 8400.10, Volume 1, Chapter 5, Section 1. ASAP reports may identify air carrier and repair station violations eligible for submission under the VDRP. In addition, under certain circumstances the FAA may, at its sole discretion, accept the corrective action accomplished under ASAP as the comprehensive fix for a VDRP disclosure. AFS-230 is responsible for managing the review, coordination, acceptance, and archiving process for all ASAP MOU's. AFS-230 is also responsible for managing the renewal acceptance process for all such programs, which occurs on a periodic basis for each such program and must be tracked by the office. AFS-230 is responsible for conducting periodic on-site audits of accepted programs on an on-going basis, and for capturing the results in an FAA-internal audit base. AFS-230 is responsible for maintaining a data base of quarterly safety enhancement reports that are required by FAA Order 8400.10 to be submitted to AFS-230 by Certificate Holding District Offices (CHDO's). *The contractor must provide essential support for accomplishment of all of the FAA ASAP business processes for which AFS-230 is responsible.*

Advanced Qualifications Program (AQP): AQP is a systematically developed, proficiency-based training and qualification program for pilots, dispatchers, and flight attendants subject to FAR Parts 121 and 135 (including evaluators and instructors of such personnel). The specific methods, functions, responsibilities, and documentation for each AQP program/applicant are described in Advisory Circular 120-54. Each air carrier applicant must develop and submit multiple documents during a five-phased qualification program. These documents are then reviewed and approved by the Extended Review Team (ERT) under the management of AQP branch personnel. When the ERT determines that program documentation is satisfactory, both the manager of AFS-230 and the Principal Operations Inspector (POI) of the air carrier jointly sign an approval letter prepared by AFS-230, confirming acceptance of the program documentation that was submitted. If the documentation is for provisional approval from a training center, the manager of AFS-230 and the Training Center Program Manager (TCPM) jointly sign the approval letter.

The five phases of AQP are:

- Phase I – Initial Application
- Phase II – Curriculum Development
- Phase III – Training System Development
- Phase IV – Initial Operations
- Phase V – Continuing Operations

Each succeeding phase is a logical extension of its predecessor, and all phases are subject to validation based upon data acquired by the applicant continuously from the start of Phase IV.

Because any revision to any document previously submitted and approved in any AQP Phase must itself be approved by the ERT, the review and approval process for AQP documentation is an on-going, labor and information management intensive process for which contract business process support is essential.

AQP is a voluntary program that is designed to provide a systematic methodology for developing the content of training programs for air carrier crewmembers and dispatchers. Because of its status as a highly flexible regulatory alternative to existing Federal Aviation Regulations (FAR's) for training and certification of pilots, dispatchers, and flight attendants, the AQP approval process requires an extensive audit trail which is highly information and manpower intensive, as well as time critical. It entails an extensive FAA-internal information management requirement. In addition, AFS-230 receives over 100MB of electronic data on a monthly basis from air carrier training/checking activities that require analysis, interpretation, report generation, report dissemination, and database maintenance. ASAP and VDRP submissions may identify training issues that need to be addressed in an operator's AQP. *The contractor must provide AFS-230 with essential support for accomplishment of all AQP related tasks. In addition, to fully perform the duties related to AQP, an in-depth knowledge of the other related voluntary programs is essential.*

Flight Operational Quality Assurance (FOQA): FOQA is a voluntary safety program designed to make commercial aviation safer by routine collection and analysis of digital flight data from air carrier operations, and by acting on that information when warranted, in the interest of safety. While no operator is required to obtain FAA approval of its FOQA program, operators seeking the protection of 14 CFR Part 13.401 from the use of FOQA information for enforcement must obtain FAA approval of their programs. The process for doing so is described in AC 120-82 and FAA Order 8400.10, Volume 1, Chapter 5, Section 2. To obtain approval, the operator must submit and maintain a FOQA Implementation and Operations (I&O) Plan. AFS-230 is responsible for managing the review, coordination, and approval process for all FOQA I&O Plans, for maintaining a current archive of approved I&O Plans, for maintaining a data base of quarterly safety enhancement reports that are required by FAA Order 8400.10 to be submitted to AFS-230 by Certificate Holding District Offices (CHDOs), for arranging for periodic meetings at a national level at which operators brief safety issues and trends revealed by analysis of their FOQA data, for representing the FAA in interfacing with industry on the establishment of a means for aggregating FOQA data at a national level, and for maintaining a previously developed web based weather information historical archive that is used by operators in interpreting exceedence events revealed by analysis of their FOQA data. FOQA data can be used to provide a better understanding of events reported under ASAP or VDRP. In addition, FOQA data can be a valuable tool for identifying needed improvements in an operator's AQP. *The contractor must provide essential support for accomplishment of all of the FAA FOQA business processes for which AFS-230 is responsible.*

1.3 OBJECTIVES

The primary objective of all work performed must be in support of FAA safety measures and goals, as described in the FAA Flight Plan for 2007-2011, Objective 1: Reduce the Commercial Airline Fatal Accident Rate, and in the Flight Standards Service Fiscal Year 2007 Performance

Plan, Goal 07S:5019: Voluntary Safety Information. The work performed under this effort must be in compliance with current Flight Standards Information Resource Management policy, guidance, and directives. Specific Task Order Statement's of Work will be issued with each order, to accomplish the general work areas listed herein.

1.4 WORK AREAS

1.4.1 General

The contractor must provide qualified individuals as listed in Clause H.7 to perform a broad range of services in support of the VDRP and related voluntary programs including (but not limited to):

- Existing systems maintenance and operational support
- VDRP national web based application expansion, integration, maintenance and development
- VDRP national web based application reports expansion and improvement
- VDRP data analysis tools
- Related safety program support services
- Improvement based on ISO standards and associated AFS-230 business practices
- Technical documentation
- Provide detailed reporting information based on an in-depth analysis of program data.
- Incorporate the use of non-developmental and Commercial Off-the-Shelf Software (COTS) packages/tools to satisfy the fulfillment of this statement of work. Support continued operational safety, system efficiency and security initiatives through task completion.
- Provide a firm understanding and support of VSP programs, processes, systems, data, reporting and report dissemination.
- Enhance current processes by adding functionality to add efficiency and accuracy.
- Analyze, design, implement and maintain (as required) efficient improvements and solutions to business processes and current systems.
- Develop detailed implementation strategies to improve the current data collection, analysis and dissemination processes.
- Establish updated guidelines for the collection of data as required to enhance the data quality and output.
- Ensure that information security considerations are addressed in accordance with AVS security policy and acceptable to industry stakeholders and that data and web transactions are performed under secure conditions. Any Website deliverables must be Section 508 compliant.
- Provide related voluntary programs support as required by the COTR. Additional services relating to the VDRP and related voluntary programs may be added at a later time as required by the COTR.

1.4.2 Existing Systems Maintenance and Operational Support

Operations tasks include on-going monitoring activities that must be completed to keep the system running smoothly such as ensuring the system is up, ensuring database backups are being made, etc. Other department operational support tasks may include the ongoing use of the

collected data for program use such as data analysis and reporting including data transfers and end user training sessions. The contractor must perform the following tasks as they relate to VDRP systems and related voluntary programs:

- Provide three tier levels of support as follows:
 - The first level consists of end user support. If an end user has a problem they call the Help Desk in Oklahoma. If they cannot assist the end user they may refer the matter to this contract to attend to the issue. The contract must contact the user to provide assistance within a twenty four hour period.
 - The second level of assistance is assisting the help desk to provide tier level one assistance. If the Help Desk doesn't know the answer they may turn to the contractor for the answers to provide to the end user. The contractor shall respond to the help desk within a twenty four hour period.
 - The third tier is emergency product repair or general product repair and addresses those issues that require product changes. Time periods for change implementation will be evaluated individually.
- Provide maintenance of current systems; analyze and provide enhancements as required
- Evaluate current software needs and make recommendations for enhancements
- Maintain and enhance reports to user requirements and specifications
- Maintain the program reporting system
- Maintain documentation
- Perform subsequent phased releases of any new large scale requirements
- Perform AVS security certification and authorization package (SCAP) inspections
- Coordination and Execution of Training Programs
- Related voluntary programs support
- ISO 9000 Compliance Support
- Other branch operational tasks will include data transfer, data analysis and reporting for voluntary safety branch personnel.
- Standard operations support to OKC operations.
- End user training may be required on an ad-hoc or regularly scheduled basis.
- Other tasks as required by the COTR.

1.4.3 VDRP National Web Based Application

1.4.3.1 Development Processes, Certifications and Compliance

The contractor must understand and follow the FAA AVS software implementation processes and ticket support systems. The contractor must also follow department processes to ensure proper quality and configuration management of the system. The contractor is responsible for

ensuring the system remains secure and certified as defined by the FAA and AVS. The contractor must also ensure the system remains 508 compliant.

1.4.3.2 Maintenance and Support

The contractor must provide maintenance and support of the newly implemented VDRP National Web Based Application to include on-going maintenance activities and user support services. The contractor must answer tickets and user problems and/or issues within a specified time period as defined by the COTR. To do this the contractor must have an in-depth understand the VDRP program and the architecture and design of the application. All documentation and training material must be updated as directed by the COTR.

1.4.3.3 Expansion and Enhancement

The VDRP National Web Based Application currently has a need for expansion in the following areas. Other enhancements may be identified and included as required by the COTR.

- VDRP must be extended to manufactures.
- VDRP must be extended to non-certificated companies and fractional ownership companies for voluntary disclosures.
- VDRP may be extended to non-certificated companies and fractional ownership companies with respect to anti-drug and alcohol disclosures.
- Some currently known enhancements include the following. Other enhancements may be identified and included as required by the COTR.
- Web based reports must be expanded to include information filters designed for easy retrieval of information as required by congress.
- Reports and reporting service enhancements and new reports as required by the department and industry.
- New system integration including EIS and OPSEC.
- Possible addition of web services to support EIS and OPSEC integration.
- Enhancements of training material and on-line help.

1.4.4 VDRP Data Analysis Tools

Advanced data analysis tools include more complex analysis and reporting features including grouping, sorting, drill-down and cross-tabs. The contractor must perform the following tasks as they relate to the VDRP Data Analysis tools:

- Visual Data Analysis Tools
- Advanced Analysis Software Evaluation

1.4.4.1 Visual Data Analysis Methods

The contractor must employ the use of visual data analysis methods to more efficiently identify data anomalies, patterns, and trends. The tools will allow users to create presentation-quality reports quickly and easily with user-friendly report experts using common relational or OLAP data formats.

1.4.4.2 *Advanced Analysis Software Evaluation*

The contractor must evaluate the utility and feasibility of using COTS to improve the analysis, reporting/distribution, and coordination of VDRP performance data, and to provide VDRP data personnel in the field with the ability to perform ad-hoc and OLAP analysis.

The contractor must evaluate the utility and feasibility of using intuitive data visualization software to rapidly identify significant anomalies, patterns, and trends.

1.4.5 Technical Documentation and Reporting

The following tasks must be performed as they relate to the technical documentation deliverables:

- IRM/Information Security Documentation
- Training Requirements
- Operations Documentation
- Help System Development
- Reports

1.4.5.1 *IRM/Information Security Documentation*

The contractor must submit drafts to the COTR for review, all VDRP documentation, including security, policy, guidance and regulations documents. The contractor must develop and maintain all VDRP documentation as required by the COTR.

1.4.5.2 *Training Requirements*

The contractor must develop all documentation (including but not limited to training manuals, tutorials, quick reference guides) for all VDRP and related voluntary programs training and through guidance (as needed) from the Flight Standards Training Division, AFS-500, as it relates to this statement of work.

1.4.5.3 *Operations Documentation*

The contractor must provide operations documentation for all regulated entities and applicable FSDO personnel for COTS used under these efforts. The contractor must provide requirements/operations documentation as required by the COTR.

1.4.5.4 *Help System Development*

The contractor must maintain the online help system for users of the VDRP system. The contractor must implement new help system requirements as required.

1.4.5.5 Reports

The contractor must provide data quality control reports for VDRP reports and any related voluntary programs reports as required. The contractor must generate and maintain VDRP and related voluntary programs reports as required.

1.4.6 Other General Support Requirements

The contractor must provide other general support as required by the COTR to aid in the implementation, maintenance and administration of VDRP. Other areas of possible work include the following:

- Perform general management functions to include project planning, coordinating, quality control, tracking and status reporting and other functions as required.
- Perform data analysis on system data to find safety trends.
- Travel to conferences, meetings, and training sessions as required.
- Maintain SharePoint sites for information dissemination.
- Perform application support services including, data entry, report generation and user support for non-policy issues.
- Other contract related tasks as directed by the COTR.

1.5 DELIVERABLES

Deliverables and tasks are assigned on a task order basis.

1.6 LOCATION OF WORK PERFORMANCE

Most work for this project must be performed on-site at the FAA Voluntary Safety Programs Branch located at the Dulles Airport. However, some functions may be performed off-site.

1.7 GOVERNMENT-FURNISHED EQUIPMENT/FACILITIES

To perform this work, the contractor must have access to the applicable information resources including but not limited to computers, software, source code, data rights, etc. located at the VSP Branch at Dulles International, VA, during normal business hours. The contractor must purchase hardware or software, at the direction of the COTR, using contract funds as obligated on a Task Order.

The Government is entitled to retain hardware/software media/tools provided as Government Furnished Equipment as stated herein or purchased with funds provided under this contract. However, the contractor must not furnish as deliverables, nor should the Government retain such hardware/software media/tools that were not purchased using Government funds and/or not clearly identified as Government Furnished Equipment.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all deliverables hereunder must be in accordance with good commercial practices sufficient to assure arrival at destination in a safe and undamaged condition at the most economical rate(s).

D.2 MARKING

Each package, report, or other deliverable required in accordance with the Statement of Work to be delivered to the COTR, must be accompanied by a letter, with a copy, excluding enclosures, to the Contracting Officer which:

- (a) Identifies the contract number under which the item is being delivered;
- (b) Identifies the deliverable item number or "Report Requirement" which requires the delivered item(s); and

Indicates whether the Contractor considers the deliverable to be a partial or full satisfaction of the requirement.

PART I - SECTION E

INSPECTION AND ACCEPTANCE

E.1 Clauses and Provisions Incorporated by Reference (December, 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

E.2 Inspection and Acceptance

The Contracting Officer, or their duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided. In this regard, the Government Contracting Officer's Technical Representative (COTR) is an authorized technical representative of the Contracting Officer. Final acceptance of all services under this contract must be made in writing by the COTR designated in writing by the Contracting Officer.

The deliverable cited in this Statement of Work (SOW) must be delivered to the COTR in accordance with Section D, as indicated, before the respective due dates. The COTR must have 30 business days to inspect the work and either report deficiencies or accept the deliverable. The contractor must have ten (10) business days to correct deficiencies and redeliver to the Government.

PART I - SECTION F

DELIVERIES OR PERFORMANCE

F.1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

F.2 PERIOD OF PERFORMANCE

The contract period of performance is estimated to be for twelve (12) months: on/or about September 11, 2009 – September 10, 2014 with four (4) one-year option years as follows:

Base Year	Sept 11, 2009 through Sept 10, 2010
Option 1	Sept 11, 2010 through Sept 10, 2011
Option 2	Sept 11, 2011 through Sept 10, 2012
Option 3	Sept 11, 2012 through Sept 10, 2013
Option 4	Sept 11, 2013 through Sept 10, 2014

The Government has the right to unilaterally exercise the options specified herein in accordance with the prices established.

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder must not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time during the preceding period of performance.

(b) If the Government exercises this option, the extended contract must be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, must not exceed sixty-six (66) (months).

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION (FAA)

Contracting Officer: The FAA Contracting Officer's name and address are as follows:

FEDERAL AVIATION ADMINISTRATION
Attn: Timothy Spencer, Contracting Officer, AJA-482
800 Independence Avenue, S.W.
Washington, DC 20591
Phone: (202) 267-9845
Fax: (202) 267-5142

Contract Specialist:

FEDERAL AVIATION ADMINISTRATION
Attn: Anthony Hubbard, Contract Specialist, AJA-482
800 Independence Avenue, S.W.
Washington, DC 20591
Phone: (202) 493-4356
Fax: (202) 267-5142

Contracting Officer's Technical Representative (COTR)

FEDERAL AVIATION ADMINISTRATION
Attn: John R. Frye, AFS-230
45005 Aviation Drive
Suite 203A
Dulles, Virginia 20166
Phone: (703) 661-0263

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and must be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor must contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request must take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below)

G.2 3.10.1-22 Contracting Officer's Technical Representative (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor must immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

G.3 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, must be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification must be made in writing to the CO.

G.4 PROCEDURES FOR SUBMISSION OF INVOICES

The Contractor must submit invoices no more frequently than monthly. The Contractor must place the following statement on each invoice, signed by an authorized company representative:

“This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

*Signature of Contractor's
Authorized Representative*

Date of Invoice

The invoice package must include a properly completed commercial invoice in suitable format. For each invoice submitted for payment, the contractor must include the contract number and invoice number, invoice number and both the Project Data and Accounting Information for each

contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLIN's, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLIN's in the award schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN, which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, must be delivered to the FAA CS, marked "Contracting Specialist's Original Copy," and three (3) copies of each invoice must be delivered to the FAA's accounting division, one of which is marked "Accounting Division Original Copy," in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

Contract Specialist:

Federal Aviation Administration
Attn: Anthony Hubbard, AJA-481
800 Independence Avenue, S.W.
Washington, D.C. 20591

Accounting Division:

Federal Aviation Administration
Accounts Payable Branch (AMZ-110)
P. O. Box 25710
Oklahoma City, OK 73125

FEDEX
FAA Accounts Payable Branch, AMZ-110
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration "Contract Cost Principles" at AMS 3.3.2-1.

G.5 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract must be subject to the following procedures (except for invoices and deliverable items):

- a. All correspondence relative to this contract must be addressed to the Contracting Officer, AJA-481. Correspondence of a technical nature must include an information copy addressed to the Contracting Officer's Technical Representative (COTR).
- b. **Mail**: The Contractor must use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related documentation. Use of electronic mail or facsimile (FAX service is encouraged where appropriate.

G.6 RELEASE OF GOVERNMENT OBLIGATIONS

The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, must execute and deliver, at the time as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract.

G.7 REPORTS OF PROBLEMS

In addition to the Monthly Reports specified in the Statement of Work, the Contractor must bring actual or potential problems to the attention of the Contracting Officer and/or COTR as soon as they are known. Oral reports must be followed by written narrative reports to the Contracting Officer within five (5) working days.

G.8 GOVERNMENT SUPPLY SOURCES

The Contracting Officer may issue the Contractor an authorization for use of Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization must vest in the Government unless otherwise – furnished property, as distinguished from Government property. The provisions of the “Government Property” clause, except its paragraphs (a) and (b), must apply to all property acquired under such authorization.

G.9 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS

All cost incurred in association with this contract must be directly related to a specific assigned task order. There must be no commingling of costs between orders. All assignments must fall within the scope, range, and encumbered funds associated with that specific task order.

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the

event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in anyway change the contract.

Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services, provide that the required FAA approvals are obtained prior to the performance of the services.

The Contractor must provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor must not provide technical direction of, or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts must not be binding on other Government contractors. The Contractor must not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, must modify or otherwise affect any provision of this contract.

H.2 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site must be coordinated with COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities must be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel must be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identifications badges, which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in Section H.7, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

H.3 EMPLOYEE TERMINATION

Contractor Personnel: The Contractor must notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor must be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

Government Personnel: If Government personnel obtain an identification card from the Contractor, these should be returned upon completion of assignment or departure from the FAA, whichever comes first. The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

H.4 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled must observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day

Memorial Day
Independence Day (July 4th)

Thanksgiving Day
Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday. Further any additional closing due to a directive from the President, Secretary of Transportation; Federal Aviation Administration Administrator shall be treated in the same respect as the listed established Federal Holidays

H.5 TASK ORDER PROCEDURES (All CLINS)

a. General. Services and items to be delivered under referenced Contract Line Item Numbers (CLIN's) must be ordered via the issuance of task orders.

b. Format. The Contracting Officer will issue task orders, in writing, to the Contractor. Each delivery order issued and signed must contain the following minimum information items:

1. A task order number;
2. Appropriate FAA points-of-contact;
3. A period-of-performance;
4. A list of deliverables and the delivery schedule;
5. A description of authorized travel including to and from points with a maximum allowable travel amount;
6. A description of materials, services, or other direct expenses with a maximum allowable amount;
7. A description of any Government-Furnished Information or Property to be provided with delivery locations and required delivery dates;
8. A task order maximum amount;
9. Applicable appropriation and accounting data; and
10. Applicable payment procedures.

c. Procedures. Delivery orders will be issued in accordance with the procedures contained in the attachment shown in Section J.

H.6 RESERVED

H.7 CONTRACTOR PERSONNEL REQUIREMENTS

Professional labor categories and skills level required on the contract for personnel active on this contract is shown below all proposed personnel must demonstrate the required experience described below:

NOTE: ALL EDUCATION MUST VERIFIABLE. IF REQUIRED BY THE CO THE OFFEROR MUST PROVIDE VERIFICATION OF ANY OR ALL EDUCATION AND TRAINING USED TO MEET THE QUALIFICATION LISTED IN THE POSITION DESCRIPTION OF ANY PROPOSED INDIVIDUAL.

Personnel by Position

1. Program (Contract) Manager

Required Education/Experience:

The Program (Contract) Manager must have a BS degree in management (or related discipline) or a minimum of five years of proven experience managing government contracts and personnel assigned to work on the contracts.

Specialized Experience:

- Five years experience managing contracts including executing modifications and providing financial oversight.
- Five years experience managing personnel that include professional engineers and analysts.
- Must be knowledgeable of software environments, including architecture and general software development and deployment processes and practices such as the Capability Maturity Model Integration (CMMI) or ISO.

Functional Responsibility:

Plans, organizes, and directs contract level activities. Ensures goals and objectives of the contract are accomplished within contract terms and conditions. Interfaces with client management personnel and is adept in oral and written communications.

2. Principle Software Engineer (key)

Required Education/Experience:

Ten years experience in a relevant discipline or associated operational experience. Four years directly applicable experience in development, operations, testing, integration, or fielding of systems. Leads a medium to large team consisting of 4 to 12 members performing design,

implementation, and integration of software or independently performs highly complex software development tasks. MS degree in computer systems, software engineering, information systems or equivalent.

Specialized Experience:

- Must have an understanding of VDRP and must have an understanding of related FAA programs including ASAP and FOQA.
- Must be considered an expert in database technologies, and electronic reporting applications and methodologies.
- Must be experienced with architectures and general software development and deployment processes and practices. Candidate must have CMMI or ISO experience.
- Must be an expert in ASP.NET, C#, Java, MS Report Server, and SQL-Server and be able to provide major enhancements, maintenance, user support and general program support.

Tasks that the Principle Software Engineer must be able to perform:

- Must be able to quickly obtain an in-depth knowledge the VDRP system and be able to troubleshoot and repair problems reported from the help desk support personnel or the general user population in a reasonable amount of time as set by the COTR.
- Must be able to provide input to the VDRP application enhancement process and be capable of implementing enhancements in a reasonable amount of time as set by the COTR without causing problems with the current operations of the software.
- Must be able to perform routine maintenance on the current system without affecting the operation of the software in a reasonable amount of time as set by the COTR
- .

Tasks that the Principle Software Engineer must have performed at *least* three times:

- Received and troubleshoot tickets solving customer problems
- Used an installation process with a .NET application and turned software over for installation.

Functional Responsibility:

Leads a medium to large team consisting of 4 to 12 members performing design, implementation, and integration of software or independently performs highly complex software development tasks.

3. Senior Software Engineer (key)

Required Education/Experience:

Six years experience in a relevant discipline or associated operational experience. Two years directly applicable experience in development, operations, testing, integration, or fielding of systems. Can lead a team in the design, implementation, and integration of software and can

understand and perform complex software development tasks. Bachelor's degree in computers, software, information systems, engineering or equivalent.

Specialized Experience:

- Must have a basic understanding of related FAA programs, including ASAP, VDRP and FOQA.
- Must be well versed in database technologies, and electronic reporting applications and methodologies.
- Must be knowledgeable of architectures and general software development and deployment processes and practices. Candidate must have CMMI or ISO experience.
- Must be an expert in ASP.NET, C#, Java, MS Report Server, SQL-Server, Visual Studio, Visual Source Safe and be able to provide major enhancements, maintenance, user support and general program support.

Tasks that the Senior Software Engineer must be able to perform:

- Engineer must be cable of understanding the VDRP system be able to troubleshoot and repair problems reported from the help desk support personnel or the general user population.
- Engineer must be able to provide input to the VDRP application enhancement process and be capable of implementing enhancements without causing problems with the current operations of the software.
- Engineer must be able to perform routine maintenance in a reasonable amount of time as defined by the COTR on current systems without affecting the current operations of the software.

Tasks that the Senior Software Engineer must have performed at *least* three times:

- Received and troubleshot tickets solving customer problems in a reasonable time period as defined by the COTR.
- Used an installation process with a .NET application and turned software over for installation

Functional Responsibility:

Leads team for design, implementation, and integration of software or independently performs complex software development tasks.

4. Software Engineer

Required Education/Experience:

Experience: Must have 3 years of applicable experience.

Education: BA/BS Degree in computers, information systems or equivalent.

Specialized Experience:

- Must have experience in ASP.NET, C#, Java, MS Report Server, SQL-Server, Visual Studio, Visual Source Safe and be able to provide enhancements, maintenance, user support and general program support.
- Must have a basic understanding of related FAA programs, including ASAP, VDRP and FOQA.

Functional Responsibility:

Leads software design, implementation, and integration tasks within a software development effort.

5. Senior Functional Analyst (Systems Analyst/Technical Writer/Quality Assurance) (key)

Required Education/Experience:

BS/BA degree in computers, information systems or equivalent and at least 6 years working experience as a business or functional expert/tester on software development projects.

Specialized Experience:

Must have worked on full-life-cycle software development projects and understand the development process as well as CMMI or ISO standards. Analyst must be familiar with databases and know basic SQL and be able to describe problems with web-site layouts from a user's point of view. Analyst must be capable of troubleshooting problems related to web applications including problems with the Internet Explorer, networks and database connections. Analyst must have 5 years experience writing business process or requirements documents and test plans.

Functional Responsibility:

- Business analyst, writer and software tester responsible for the analysis of business processes, the gathering of requirements, documentation of all such items.
- The creator of test plans and the quality assurance person or tester responsible for the testing and assurance of quality software.
- This employee is the expert in the business processes being automated as well as the expert in the technology being used thus acting as the mediator between the business side and the engineers.
- All analysis work must be documented so the analyst must be a good writer.
- Quality assurance is also part of the job so the analyst must know how to write test plans and know how to test software visually and functionally and know how to check data in a database. All errors must need to be documented and communicated to the engineers.
- Analyst is also responsible for the documentation of help, manuals and training plans as well as provides training courses when required.

- Analyst is responsible for using SharePoint, Robo-Help (HTML Help), Robo-Demo and Framemaker. Analyst may also be tasks maintaining PCs, using CMMI or ISO, and training end users of software applications.

Tasks that the Senior Functional Analyst must be able to perform:

- Analyst must understand the VDRP system and be able to write test plans to aid in the evaluation of the application.
- Analyst must be able to test and evaluate the application using test plans, database tools and Structured Query Language (SQL) and VDRP technologies.
- Analyst must be able to provide input to the VDRP application enhancement process by performing analysis, collecting requirements and helping in the design phase.
- Analyst must be able to provide application support to end users and the OKC help desk.

Tasks that the candidate Senior Functional Analyst must have performed at *least* three times:

- Candidate must have performed a systems analysis, written requirements, written test plans and tested and evaluated web based systems and databases.
- Candidate must have written online web based help products.
- Candidate must have received and troubleshoot tickets solving customer problems in a reasonable time period as defined by the COTR.

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

(End of clause)

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.6.2-8	Affirmative Action Compliance	April, 1996
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans	April, 2007
3.6.2-13	Affirmative Action for Workers With Disabilities	April, 2000
3.2.4-5	Allowable Cost and Payment Alternate I	April, 2001
3.2.2.3-12	Amendments to Screening Information Requests	July, 2004
3.2.5-5	Anti-Kickback Procedures	October, 1996
3.3.1-15	Assignment of Claims	April, 1996
3.2.2.3-8	Audit and Records	February, 2009
3.10.1-7	Bankruptcy	April, 1996
3.2.4-28	Cancellation of Items	April, 1996
3.1.8-1	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	September, 2000
3.10.4-15	Certificate of Conformance	April, 1996
3.6.2-5	Certification of Nonsegregated Facilities	February, 2009
3.2.27-7	Certification Regarding Responsibility	February, 2009
3.10.1-14	Changes - Time and Materials or Labor Hours	April, 1996
3.2.2.3-19	Contract Award	July, 2004
3.9.1-1	Contract Disputes	November, 2002
3.10.1-22	Contracting Officer's Technical Representative	January, 2008
3.13-4	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	April, 2006
3.4.1-2	Deposit of Assets Requirements	April, 1996
3.2.2.7-8	Disclosure of Team Arrangements	April, 2008
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions	June, 1999
3.6.3-16	Drug Free Workplace	February, 2009
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era	April, 2007

3.6.2-9	Equal Opportunity	August, 1998
3.2.4-31	Evaluation of Options	April, 1996
3.1.7-1	Exclusion from Future Agency Contracts	August, 1997
3.10.6-7	Excusable Delays	October, 1996
3.3.2-1	FAA Cost Principles	October, 1996
3.2.2.3-1	False Statements in Offers	July, 2004
3.10.1-11	Government Delay of Work	April, 1996
3.10.3-2	Government Property - Basic Clause	April, 2004
3.8.4-5	Government Supply Sources	April, 1996
3.2.5-3	Gratuities or Gifts	January, 1999
3.10.4-5	Inspection - Time-and-Material and Labor-Hour	April, 1996
3.4.1-10	Insurance - Work on a Government Installation	July, 1996
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals	July, 2004
3.2.4-27	Limitation of Price and Contractor Obligations	April, 1996
3.6.1-7	Limitations on Subcontracting	July, 2008
3.6.1-6	Liquidated Damages - Subcontracting Plan	September, 2001
3.10.1-24	Notice of Delay	February, 2009
3.2.5-1	Officials Not to Benefit	April, 1996
3.2.4-34	Option to Extend Services	April, 1996
3.1.7-2	Organizational Conflicts of Interest	August, 1997
3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration	February, 2009
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts	April, 2001
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts Alternate II	October, 1996
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts Alternate III	April, 2001
3.2.2.3-40	Precontract Costs	July, 2004
3.2.2.3-17	Preparing Offers	July, 2004
3.6.2-35	Prevention of Sexual Harassment	August, 1998
3.6.2-6	Previous Contracts and Compliance Reports	April, 1996
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity	September, 2000
3.10.5-1	Product Improvement/ Technology Enhancement	April, 1996
3.10.1-2	Production Progress Reports	April, 1996
3.8.2-19	Prohibition on Advertising	October, 1996
3.3.1-17	Prompt Payment	January, 2008
3.4.1-1	Proposal Guarantee	April, 1996

3.2.2.3-18	Prospective Offeror's Requests for Explanations	February, 2009
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	February, 2009
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation	April, 1996
3.6.3-13	Recycle Content and Environmentally Preferable Products	April, 2009
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data	July, 2004
3.2.2.3-16	Restricting, Disclosing and Using Data	July, 2004
3.8.2-16	Restriction on Severance Payments to Nationals	April, 1996
3.6.4-10	Restrictions on Certain Foreign Purchases	April, 1996
3.14-5	Sensitive Unclassified Information (SUI)	July, 2008
3.8.2-9	Site Visit	April, 1996
3.10.1-9	Stop-Work Order	October, 1996
3.2.2.3-27	Subcontractor Cost or Pricing Data	July, 2004
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts)	April, 1996
3.2.2.3-13	Submission of Information/Documentation/Offers	July, 2004
3.10.1-8	Suspension of Work	August, 1998
3.10.6-3	Termination (Cost Reimbursement) Alternate IV	October, 1996
3.10.6-3	Termination (Cost-Reimbursement)	October, 1996
3.2.2.3-30	Termination of Defined Benefit Pension Plans	July, 2004
3.6.2-39	Trafficking in Persons	January, 2008
3.2.2.3-11	Unnecessarily Elaborate Submittals	July, 2004
3.2.5-8	Whistleblower Protection for Contractor Employees	April, 1996

3.1.7-6 Disclosure of Certain employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.4.1-12 Insurance (July 1996)

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000* per person and \$500,000* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury and \$20,000* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury other than passenger liability, and \$200,000* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000* bodily injury per occurrence and \$1,000,000* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

*Unless modified in the "Schedule"

(End of clause)

3.4.1-13 Errors and Omissions (July 1996)

(a) The contractor warrants that it is insured for \$200,000 (unless another amount is set forth in the "Schedule") for errors and omissions per claim in an amount in excess of the minimum set forth in the "Schedule" in the performance of this contract.

(b) Unless the contractor's policy is prepaid, noncancelable, and issued for a period at least equal to the term of this contract on an occurrence basis, the contractor must have the policy amended to include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(c) The contractor must furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents.. Insurance must be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal must be furnished not later than five days before a policy expires

(End of clause)

3.6.1-1 Notice of Total Small Business Set-Aside (July 2006)

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR). The NAICS Code applicable for the predominant overall effort that will be required for performance of the contract is 541512.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

3.5-13 Rights in Data - General (January 2009)

(a) Definitions. As used in this clause -

"Commercial Computer Software" means -

(1) Computer software, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and -

(i) Has been sold, leased, or licensed to the general public; or,

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any computer software that evolved from computer software described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for -

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor modifications" means modifications that do not significantly change the purpose of the computer software. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), of this definition that are of a type customarily combined and sold in combination to the general public; or

(5) Restricted Computer Software, if the procuring agency determines the restricted computer software is sold in substantial quantities, on a competitive basis, to multiple State and local governments.

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" means -

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operation, and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created or compiled.

Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explains the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulae, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software," means computer software developed at private expense and that is a trade secret, is commercial or financial and is confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights" means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights.

(1) Except as provided in paragraph (c) of this clause, the Government must have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance

and repair of items, components, or processes delivered or furnished for use under this contract;
and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor must have the right to -

(i) Assert copyright in data first produced in performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(c) Copyright.

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright subsisting in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor must not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor

(i) Identifies such data, and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or, if such data are computer software, the Government

must acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication and use of data. The Contractor must have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or,

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor must treat the data in accordance with such markings unless specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. While the FAA is not subject to the requirements of 41 U.S.C. 253d, nor to the procedures of the Contract Disputes Act at 41 U.S.C. 601-613, the following procedures must apply prior to canceling or ignoring the markings.

(i) The Contracting Officer must make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government must have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the Chief of the Contracting Office [COCO], that the markings are not authorized, the Contracting

Officer must provide a written determination to the Contractor. If the Contractor disagrees with the Contracting Officer determination, the Contractor may seek adjudication of that determination under AMS 3.9.1-1 "Contract Dispute." The decision of the Office of Dispute Resolution [ODRA] must be final regarding the appropriateness of the markings unless the Contractor files an appeal pursuant to 49 U.S.C. 46110 in a court of competent jurisdiction within 90 days of receipt of the ODRA decision. This is the Contractor's sole remedy to an adverse decision of the ODRA.

The Government must continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by ODRA (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if the ODRA's decision is appealed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings must be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent; and,

(iii) Establishes that the use of the proposed notice is authorized;

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may -

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

- (1) The Contractor may withhold from delivery qualified limited rights data or restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor must -
- (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
- (2) Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(3) Reserved.

(h) Subcontracting. The Contractor must obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor must promptly notify the Contracting Officer of the refusal and must not proceed with subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause must imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

3.5-13 Alternate I Rights in Data - General Alternate I (January 2009)

Substitute the following definition in paragraph (a).

Limited rights data, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

3.5-13 Alternate IV Rights in Data - General Alternate IV (January 2009)

Substitute for paragraph (c)(1).

(c) Copyright.

(1) Data First Produced in the Performance of the Contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor must affix the applicable copyright notice of 17 U.S.C. 401 or 402 and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce,

prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

3.5-13 Alternate V Rights in Data - General Alternate V (January 2009)

Add the following paragraph (j).

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer must designate an alternate inspector.

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated

Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 15 working days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in

the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are: BIR Code 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password. The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations,

if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

NONE

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODR dispute resolution process for contract disputes can be found on the ODR Website at <http://www.faa.gov>.

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)

(a) In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

(b) For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

(c) The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in AMS Procurement Guidance T3.10.1, "Novation and Change-of-Name Agreements."

(d) When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end date of the exercised option year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-16 Alternate I Ordering (October 1996)

Include the following paragraph (d) in cost reimbursement indefinite quantity contracts:

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

(End of clause)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access

within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold up to \$150.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Washington Headquarters Orville Wright Bldg. (FOB10A) 800 Independence Avenue, SW, Room 109 Washington, DC 20591. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Washington Headquarters 800 Independence Avenue, SW, Washington, DC 20591 must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AIN-400, Room 315 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: AIN-400, Room 315 800 Independence Ave, SW, Washington, DC 20591. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent

(when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AIN-400. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Processing Center, Room 109.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment J-1 Business Declaration Form

ATTACHMENT J.1 BUSINESS DECLARATION FORM

1. Name of Firm: _____ Tax Identification No.: _____
2. Address of Firm: _____
3. Telephone Number of _____
4. a. Name of Person Making Declaration _____
b. Telephone Number of Person _____
c. Position Held in the _____
5. Controlling Interest in Company ("X" all appropriate boxes)
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American
☐ d. Asian American ☐ e. Other Minority _____ ☐ f. Other _____
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has _____)
7. Nature of Business (Specify all services/products _____)
8. (a) Years the firm has been in business _____ (b) No. of Employees _____
9. Type of ☐ a. Sole Ownership ☐ b. Partnership
☐ c. Other (Explain) _____
- | | | |
|--|-------------|-------------|
| 10. Gross receipts of the firm for the last 3 Yrs. | a. 1. _____ | b. 1. _____ |
| a. 2. _____ | b. 2. _____ | a. 3. _____ |
| Year _____ | Gross _____ | Gross _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING
STATEMENTS CONCERNING**

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION,
AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION
UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. _____ b. _____

<i>c. Typed</i>	<i>d.</i>
<i>Name</i>	<i>Title</i>

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson,

stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.2.5-2 Independent Price Determination (October 1996)

3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be

considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.3-11 Toxic Chemical Release Reporting (April 2008)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror must provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1 False Statements in Offers (July 2004)

3.2.2.3-12 Amendments to Screening Information Requests (July 2004)

3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-19 Contract Award (July 2004)

(a) The FAA will award an Indefinite Delivery Indefinite Quantity order contract resulting from this SIR to the responsible offeror whose offer conforms to the SIR and will, as determined by the source selection official, be the best value to us, considering the technical quality, cost or price, and other SIR criteria.

(b) We may:

(1) Reject any offer if it is in our best interest to do so,

(2) Accept other than the lowest cost/price offer, and

(3) Waive minor irregularities in offers received.

(c) We will evaluate offers and award a contract on your initial offer, without communicating with you, or on subsequent offers after communicating with you. In evaluating the offers, we may communicate with any offeror, and may eliminate some firms, limiting offerors participating in the competition to only those most likely to receive a contract award. You should submit your best terms from a cost or price and technical standpoint in your initial offer..

(d) We may accept any item or group of items in an offer, unless you qualify the offer by specific limits. Unless otherwise provided in the SIR, you may submit offers for quantities less than those specified. We reserve the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless you specify otherwise in the offer.

(e) Our award of a contract or acceptance of an offer in writing within the time for acceptance specified in the offer creates a binding contract. Before the offer's specified expiration time, we may accept an offer (or part of an offer, as provided in paragraph (d)), whether or not we communicate with you, unless we get a written notice of withdrawal from you before contract award. Communication between the parties after we receive your offer does not constitute a rejection or counteroffer by us.

(f) If the prices you propose are materially unbalanced between line items or subline items, we may determine that your offer is unacceptable. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and greater than cost for other work. We may reject unbalanced offers if there is a reasonable doubt that the offer will result in the lowest overall cost to the FAA, even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(g) We may disclose the following information in post-award debriefings to you:

- (1) The source selection official's decision;
- (2) Your evaluated standings relative to the successful offeror(s); and
- (3) A summary of your evaluation findings.

3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)

(a) This clause does not apply to small business concerns.

(b) Definitions:

(1) Commercial product, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) Subcontract, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(3) The terms "small disadvantaged business and small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(i) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business at least 51 percentum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Whose management and daily business operations are controlled by one or more of such individuals.

(iii) This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of

these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, or any other individual found to be disadvantaged by the FAA. The contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations

(4) The term "small business concern owned and controlled by women" shall mean a small business concern:

(i) Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) The term "service disabled veteran owned small business concern" shall mean a small business that is 51 percent owned and controlled by a service disabled veteran(s).

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, with women-owned small business concerns, and with service-disabled veteran owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, women-owned small business concerns and service-disabled veteran owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, women-owned small business concerns, and service-disabled veteran owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

- (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns;
- (iv) Total dollars planned to be subcontracted to women-owned small business concerns; and
- (v) Total dollars planned to be subcontracted to service-disabled veteran owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to

- (i) small business concerns,
- (ii) small disadvantaged business concerns,
- (iii) women-owned small business concerns and
- (iv) service-disabled veteran owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women- owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with

- (i) small business concerns,
- (ii) small disadvantaged business concerns,
- (iii) women-owned small business concerns and
- (iv) service-disabled veteran owned small business concerns.

- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, service-disabled veteran owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract titled ``Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns' in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.
- (10) Assurances that the offeror will:
- (i) Cooperate in any studies or surveys as may be required,
 - (ii) Submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan,
 - (iii) Submit SF 294, Subcontracting Report for Individual Contracts, in accordance with the instructions on the SF 294. Submit SF 295, Summary Subcontract Report, in accordance with the instructions on the SF 295 and forward a copy of the SF 295 to the FAA Air Traffic Organization, Acquisition and Business Services, Small Business Development Office located at 800 Independence Ave., S.W., Washington, D.C. 20591, Room 715, AJA-8; and
 - (iv) Ensure that its subcontractors agree to submit Subcontracting Reports for Individual Contracts and Standard Form 295.
- (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged, women-owned and service-disabled veteran owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged women-owned, or service-disabled veteran owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating

- (A) Whether small business concerns were solicited and if not, why not,
 - (B) Whether small disadvantaged business concerns were solicited and if not, why not,
 - (C) Whether women-owned small business concerns were solicited and if not, why not,
 - (D) Whether service-disabled veteran owned small business concerns were solicited and if not, why not, and
 - (E) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact the following:
- (A) Trade associations,
 - (B) Business development organizations, and
 - (C) Conferences and trade fairs to locate small, small disadvantaged, women-owned, and service-disabled small business sources.
- (v) Records of internal guidance and encouragement provided to buyers through
- (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged, women-owned, and service-disabled veteran owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns in all 'make-or-buy' decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns,.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, women-owned or service-disabled veteran owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master plan has been approved,

(2) The offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract titled "Utilization Of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and must apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest must be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests must be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.1 TIME , DATE , PLACE, AND SUBMISSION OF PROPOSALS

a. MAILING/DELIVERY ADDRESS—Proposals must be mailed, hand-carried, delivered by courier or Express Mail to the Contract Specialist at the following address:

Federal Aviation Administration
Attn: Anthony Hubbard, Contract Specialist, AJA-482
Room 400W
800 Independence Avenue, S.W.
Washington, DC 20591

b. QUESTIONS – Any questions or clarification concerning any aspect of the SIR must be prepared in writing and submitted to the Contract Specialist. Questions must make reference to the applicable section of the SIR. Offerors questions and the responses by the Government may form the basis of an amendment to the SIR.

During the period from issuance of the SIR through receipt of the Offeror's proposals, **questions must be submitted to the Contract Specialist in writing, no later than 10:00 a.m. EDT on May 27, 2009.** Questions must be E-MAIL to Anthony.Hubbard@faa.gov .

c. TIME AND DATE – Proposals must be received by the Contract Specialist at the above location no later than **10:00 a.m.** Eastern Daylight Time on **June 16, 2009**.

d. SIGNED ORIGINALS – One copy of the proposal must contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for all copies of the proposal. The FAA will not accept any submission made by facsimile, telex, telegraph, electronic mail, or similar devices. If the identified Contract Specialist or his appointed alternate does not receive a proposal by the specified date and time, it will not be evaluated. Offerors assume full responsibility for ensuring that the appropriate authority receives proposals not later than the date and time specified above.

L.2 PERIOD OF OFFER

Proposals must be considered binding for 120 calendar days from the solicitation closing date. Proposals may offer more than 120 days, however proposals offering less than 120 days may be deemed to be unacceptable.

L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will not pay for the information solicited, nor reimburse the Offerors for any costs incurred in the preparation of, or the submission of any response to this SIR or in making necessary studies or designs for the preparation thereof.

Furthermore, no pre-contract costs must be allowed on this contract. Pre-contract cost are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by the Contracting Officer.

L.4 DISCUSSIONS WITH OFFERORS

The Contracting Officer reserves the right to conduct written or oral discussions with all, some or none of the Offerors. Offerors must be notified of the date, time, and place for any such oral discussions. Any such discussions must be conducted in accordance with FAA acquisition policies and procedures.

L.5 DISPOSITION OF PROPOSALS

Proposals will not be returned, except for timely withdrawals.

L.6 PROPOSAL GENERAL INSTRUCTIONS

Proposals must be complete and conform to the instructions in this section; incomplete proposals or proposals which contain significant deviation may result in the exclusion of such proposals from further consideration. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal.

All proposals must be screened initially for completeness, accuracy and timeliness. Offerors whose proposals that do not meet all three initial screening criteria will not be evaluated further. It is the Offeror's responsibility to ensure the completeness of the proposal. The evaluation of proposals must be conducted on the basis of the information contained in the written proposal. The Government must not assume that an Offeror possesses any capabilities not specified in the written proposal. The Offeror's proposal must be composed of the following:

VOLUME TITLE

Volume I - Technical Proposal – including attachments resumes, etc. (1 original and 2 copies)

Volume II - Price Proposal (1 original)

The original proposal must be signed by an official who is legally authorized to obligate the Offeror to a contract.

Each volume of the proposal must be submitted in a separate, loose-leaf binder. A binder cover sheet must be affixed to each volume, which clearly identifies it by number, copy number (i.e., "Copy 1 of 3"), the SIR identification number, and the Offeror's name.

No foldouts are allowed in any volume. The pages in all volumes are to be typewritten, single spaced, no smaller than 12-pitch type, on standard 8 ½" X 11" paper. Margins must be at least one inch on all four sides.

Submission of all proposal material must be in hard copy and electronic format. Electronic format is described as using Microsoft Office Suite 2003 or earlier on CD-ROM. The material presented in hard copy must be identical to that delivered in electronic format.

L.7 VOLUME I, TECHNICAL PROPOSAL, INSTRUCTIONS

The technical proposal must be separately packaged and clearly marked "TECHNICAL PROPOSAL."

Personnel Requirements:

The offeror must submit resumes of the following required personnel. The resumes of the personnel must reflect that the individual has performed the specific responsibilities and has the specific qualifications described in Clause H.7 CONTRACTOR PERSONNEL REQUIREMENTS of the SIR.

Program (Contract) Manager
Principle Software Engineer (key)
Senior Software Engineer (key)
Software Engineer
Senior Functional Analyst (key)

7.1.1 Key Personnel

The resumes of key personnel must demonstrate that the individuals have the required experience and education described in the H.7 CONTRACTOR PERSONNEL REQUIREMENTS section under PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS.

7.1.2 Other Personnel

The resumes of other (non-key) personnel must demonstrate that the individuals have the required experience and education described in the H.7 CONTRACTOR PERSONNEL REQUIREMENTS section under PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS.

7.1.3. Technical Approach

Adjectival Rating	Equivalent Score	Description
Outstanding	10	The Offerors' response exceeds the requirements of the SIR. No weaknesses are found.
Very Good	8	The Offerors' response meets all of requirements of the SIR. No significant weaknesses are found
Satisfactory	6	The Offerors' response meets most of the requirements of the SIR. Significant weaknesses exist.
Poor	4	The Offerors' response does not meet most of the requirements set forth in the SIR. Major significant weaknesses and/or deficiencies are found, or a major weakness exists that cannot be reasonably mitigated.
Unsatisfactory	0	The Offerors' response does not meet all of the requirements of the SIR.

7.1.4. Past Performance

The offeror will be evaluated on its performance under existing and prior contracts for similar products or services. The vendor must demonstrate:

- Successful completion of a contract similar in size, scope and complexity to the contract proposed here. Need to include: name of contact, period of performance, type of contract, amount of contract.
- Recent experience, within five years, working in a similar area.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 General

For this award the FAA will use a tiered evaluation method, each tier will be evaluated independent of the others. The first tier of offerors will be any 8(a) or SDVOB respondents. The second tier will be any other certified small business respondents. The last tier will be all other respondents. If the FAA determines that any of the 8(a) SEDB, or SDVOB respondents can meet the requirement to include pricing being rated as fair and reasonable, the FAA will down select among those qualified vendors. If the FAA determines that none of the 8(a), or SDVOB respondents are capable of fulfilling the requirements identified within the Statement of Work, the FAA will down select among the qualified small businesses respondents. If the FAA determines that none of the small business respondents are capable of fulfilling the requirements identified within the Statement of Work and offers fair and reasonable pricing, the FAA will select among the qualified large businesses that responded and meet the requirements and provide fair and reasonable pricing.

The Evaluation Team will evaluate the proposals submitted by the required response time in accordance with Section M of the SIR. Award will be made to the offeror whose proposal is judged to represent the best value to the government using the evaluation process below. While the government source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process.

M.2 Evaluation Process

The key personnel requirements will first be rated on a Pass/Fail basis. Offerors that do not meet all of the personnel criteria requirements will be determined to be unacceptable and will not be considered further for award. The resumes of the required personnel will be evaluated by the Lead Technical Evaluator only. Offerors that meet Evaluation Criteria 1 will be evaluated further in accordance with the Evaluation Process and the Evaluation Criteria as described in Clause M.3. The successful offeror will be determined based on the overall best value to the Government, price and all other factors, i.e., the Evaluation Criteria, considered. In making this determination, technical factors are more important than price. However, as technical scores become closer, price will become more important.

It is the Government's intention to make a "best value" award without discussions. However, the Government reserves the following rights with respect to the VDRP solicitation:

- * the right to not make an award should the Government so decide;**

- * the right to enter into discussions with one offeror without obligation to enter into discussions with other offerors; and,**

*** the right to award based on the results of the proposals and their evaluation results without further competition and/or discussion.**

*** the right to contact any, all, or none of the customer references**

M.3 Technical Evaluation Criteria (Scoring and Weights)

Proposals from offeror's will be screened and evaluated as follows:

- 1. Key Personnel**
- 2. All Personnel**
- 3. Technical Approach**
- 4. Past Performance**

Scoring and Weights – using the above, the written proposal will be scored as indicated below. In the scoring process only whole numbers will be used fractions will not be used in this process.

Using the above, the written proposals will be scored as follows:

Factor			
Criteria 1 Key Personnel	Pass/Fail		
Factor's 2-4 will be evaluated using the Scoring mechanism described below	Score (0,4,6,8 10)	Weight	Weighted Score
Criteria 2 (All Personnel)		40%	
Criteria 3 (Technical Approach)		40%	
Criteria 4 (Past Performance)		20%	
Total Weighted Score		100%	

Key personnel will be scored on a pass/fail basis. To receive a rating of "pass", resumes for all key personnel must establish that all proposed key personnel meet or exceed requirements specified in section H.7. **Proposals that receive a rating of "pass" will be further evaluated as explained below. Proposals receiving a rating of "fail" in this criterion will not be further evaluated and will not be considered for award.**

Only the aforementioned scores will be used; fractions of these numbers will not be used by the selection committee.

Scoring Criteria Definitions:

All Personnel 40%

Excellent:

The proposed individuals exceeds the stated education requirement with an advance degree and/or advance certified training within the field of study and have 3 or more years of experience above that which is required within the position description.

Above Average:

The proposed individuals exceeds the stated education requirement with an advance degree and/or advance certified training within the field of study and have 2 or more years of experience above that which is required within the position description..

Acceptable:

The proposed individuals meet the education and years of experience as stated within the position description.

Marginal:

The proposed individuals does not have the require level of education, the award of a degree but has the years of experience as listed in the position description and exceeds the years of experience by 6 additional years and has meet no less than half the required course work towards the degree required by the position description.

Unacceptable:

The proposed individuals' experience and educational background does not meet the minimum requirement or can not be verified.

Technical Approach 40%

Excellent:

The offeror's technical approach delivers a succinct and feasible transition plan and offers a solution that exceeds the requirements related to the work effort associated with the VDRP program, as defined in the SOW. No weaknesses are found

Above Average:

The offeror's technical approach delivers a succinct and feasible transition plan and offers a solution that meets all the requirements related to the work effort associated with the VDRP program as defined in the SOW. No significant weaknesses are found

Acceptable:

The offeror's technical approach offers a feasible transition plan and offers a solution that meets the requirements, technical factors, and technology knowledge requirements related to the work

effort associated with the VDRP program, as defined in the SOW. However, significant weaknesses exist.

Marginal:

The offeror's technical approach offers a transition plan and offers a solution for the requirements related to the work effort associated with the VDRP program, as stated in the SOW. Major significant weaknesses and/or deficiencies are found, or a major weakness exist that cannot be reasonable mitigated

Unacceptable:

The offeror's response does not meet all of the requirements for the work associated with the VDRP program as defined in the SOW.

Past Performance 20%

Excellent:

The offeror's proposal demonstrates three or more contracts of a similar size and scope within the past three years

Above Average:

The offeror's proposal demonstrates two contracts of a similar size and scope within the past five years.

Acceptable:

The offeror's proposal demonstrates one contract of a similar size and scope within the past five years.

Marginal:

The offeror's proposal demonstrates contracts that are partially similar in size and scope within the past five years.

Unacceptable:

The offeror's proposal does not demonstrate contracts with any acceptable past performance. There is no work that is similar in size or scope within the past three years.

Definition of Strengths, Weaknesses, Deficiencies, Feasibility

Each evaluator will identify strengths, weaknesses and deficiencies of each offer in response to the SOW for possible identification to the offerors in a debriefing as follows:

A strength is an element of an offerer's proposal that brings added value beyond that of minimum requirement set out in the SOW.

A weakness is an element of an offerer's proposal that, while meeting the minimum requirements of the SOW is presented in such a manner as to afford the offeror a less than desirable competitive position.

A deficiency is a descriptive statement(s), or lack thereof, that fails to meet or does not allow the evaluators to determine, whether the minimum requirements of the SOW are met in the submission. In addition, significant strengths, or additional comments, should be identified in the TET report.

Feasibility is defined as something capable of being done, effected, or accomplished base on the probability or likelihood of suitability. Feasibility may be measured by any number of metrics to include but not limited to costs, risks, forecasts, subjective factors or objective scientific evidence. For instance, an idea may be an excellent idea but if the cost is high and usage is projected to be low the idea may not be feasible.